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MORTGAGE LLC  
7

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION**  
10

11 JOHN C. TORRES,

12 Plaintiff,

13 vs.

14 NATIONSTAR MORTGAGE LLC;  
AZTEC FORECLOSURE  
15 CORPORATION; and DOES 1-10,  
Inclusive,

16 Defendants.  
17

CASE NO. 5:17-cv-01527-DSF-JEM

**[PROPOSED] PROTECTIVE  
ORDER**

JUDGE: Hon. Dale S. Fischer  
DATE FILED: July 31, 2017  
TRIAL DATE: November 6, 2018

18 The Court having ordered counsel for Defendant Nationstar Mortgage LLC  
19 ("Nationstar") to submit a [Proposed] Protective Order ("Order") within five (5)  
20 days of the February 12, 2018 Settlement Conference, counsel for Nationstar having  
21 submitted said Order, the Court having reviewed said Order, to facilitate the  
22 exchange of information and documents which may be subject to confidentiality  
23 limitations on disclosure due to federal laws, state laws, privacy rights and/or  
24 contain proprietary information, confidential information, and/or trade secrets and  
25 good cause appearing therefor

26 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** as follows:

27 1. In this Order, the words set forth below shall have the following  
28 meanings:

Case No. 5:17-cv-01527-DSF-JEM

[PROPOSED] PROTECTIVE ORDER

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1 a. "Proceeding" means the above-entitled proceeding, Case No. 5:17-  
2 cv-01527-DSF-JEM.

3 b. "Court" means the Honorable Dale S. Fischer, the Honorable  
4 John E. McDermott, or any other judge to which this Proceeding may be assigned,  
5 including Court staff participating in such proceedings.

6 c. "Designating Party" means the Party that designates Materials as  
7 "Confidential."

8 d. "Confidential" means any information which is in the possession  
9 of a Designating Party who believes, in good faith, that such information is entitled  
10 to confidential treatment under applicable law.

11 e. "Confidential Discovery Materials" means any Documents,  
12 Testimony or Information, as defined below, designated as "Confidential" pursuant  
13 to the provisions of this Order or any Documents, Testimony or Information that the  
14 Court orders a Party to provide to another Party or Parties.

15 f. "Disclose" or "Disclosed" or "Disclosure" means to reveal,  
16 divulge, give, or make available Materials, or any part thereof, or any information  
17 contained therein.

18 g. "Documents" means (i) any "Writing," "Original," and  
19 "Duplicate" as those terms are defined by California *Evidence Code* Sections 250,  
20 255, and 260, which have been produced in discovery in this Proceeding by any  
21 person, and (ii) any copies, reproductions, or summaries of all or any part of the  
22 foregoing.

23 h. "Information" means the content of Documents or Testimony.

24 i. "Testimony" means all depositions, declarations or other  
25 testimony taken or used in this Proceeding.

26 2. The Designating Party shall have the right to designate as  
27 "Confidential" any Documents, Testimony or Information that the Designating  
28 Party, in good faith, believes to contain non-public information, including

1 information that is confidential, proprietary, or a trade secret, that is entitled to  
2 confidential treatment under applicable law.

3       3.       The entry of this Order does not alter, waive, modify, or abridge any  
4 right, privilege, or protection otherwise available to any Party with respect to the  
5 discovery of matters, including but not limited to any Party's right to assert the  
6 attorney-client privilege, the attorney work product doctrine, or other privileges, or  
7 any Party's right to contest any such assertion.

8       4.       Any Documents, Testimony or Information to be designated as  
9 "Confidential" must be clearly so designated before the Document, Testimony or  
10 Information is Disclosed or produced. The parties may agree that the case name and  
11 number are to be part of the "Confidential" designation. The "Confidential"  
12 designation should not obscure or interfere with the legibility of the designated  
13 Information.

14               a.       For Documents (apart from transcripts of depositions or other  
15 pretrial or trial proceedings), the Designating Party must affix the legend  
16 "Confidential" on each page of any Document containing such designated  
17 Confidential Material.

18               b.       For Testimony given in depositions the Designating Party may  
19 either:

20                       i.       identify on the record, before the close of the deposition,  
21 all "Confidential" Testimony, by specifying all portions of the Testimony that  
22 qualify as "Confidential;" or

23                       ii.       designate the entirety of the Testimony at the deposition as  
24 "Confidential" (before the deposition is concluded) with the right to identify more  
25 specific portions of the Testimony as to which protection is sought within thirty (30)  
26 days following receipt of the deposition transcript. In circumstances where portions  
27 of the deposition Testimony are designated for protection, the transcript pages  
28 containing "Confidential" Information may be separately bound by the court

1 reporter, who must affix to the top of each page the legend “Confidential,” as  
2 instructed by the Designating Party.

3 c. For Information produced in some form other than Documents,  
4 and for any other tangible items, including, without limitation, compact discs or  
5 DVDs, the Designating Party must affix in a prominent place on the exterior of the  
6 container or containers in which the Information or item is stored the legend  
7 “Confidential.” If only portions of the Information or item warrant protection, the  
8 Designating Party, to the extent practicable, shall identify the “Confidential”  
9 portions.

10 5. The inadvertent production by any of the undersigned Parties or non-  
11 Parties to the Proceedings of any Document, Testimony or Information during  
12 discovery in this Proceeding without a “Confidential” designation, shall be without  
13 prejudice to any claim that such item is “Confidential” and such Party shall not be  
14 held to have waived any rights by such inadvertent production. In the event that any  
15 Document, Testimony or Information that is subject to a “Confidential” designation  
16 is inadvertently produced without such designation, the Party that inadvertently  
17 produced the document shall give written notice of such inadvertent production  
18 within twenty (20) days of discovery of the inadvertent production, together with a  
19 further copy of the subject Document, Testimony or Information designated as  
20 “Confidential” (the “Inadvertent Production Notice”). Upon receipt of such  
21 Inadvertent Production Notice, the Party that received the inadvertently produced  
22 Document, Testimony or Information shall promptly destroy the inadvertently  
23 produced Document, Testimony or Information and all copies thereof, or, at the  
24 expense of the producing Party, return such together with all copies of such  
25 Document, Testimony or Information to counsel for the producing Party and shall  
26 retain only the “Confidential” designated Materials. Should the receiving Party  
27 choose to destroy such inadvertently produced Document, Testimony or  
28 Information, the receiving Party shall notify the producing Party in writing of such

1 destruction within ten (10) days of receipt of written notice of the inadvertent  
2 production. This provision is not intended to apply to any inadvertent production of  
3 any Information protected by attorney-client or work product privileges. In the event  
4 that this provision conflicts with any applicable law regarding waiver of  
5 confidentiality through the inadvertent production of Documents, Testimony or  
6 Information, such law shall govern.

7         6. In the event that counsel for a Party receiving Documents, Testimony  
8 or Information in discovery designated as “Confidential” objects to such designation  
9 with respect to any or all of such items, said counsel shall advise counsel for the  
10 Designating Party, in writing, of such objections, the specific Documents,  
11 Testimony or Information to which each objection pertains, and the specific reasons  
12 and support for such objections (the “Designation Objections”). Counsel for the  
13 Designating Party shall have thirty (30) days from receipt of the written Designation  
14 Objections to either (a) agree in writing to de-designate Documents, Testimony or  
15 Information pursuant to any or all of the Designation Objections and/or (b) file a  
16 motion with the Court seeking to uphold any or all designations on Documents,  
17 Testimony or Information addressed by the Designation Objections (the  
18 “Designation Motion”). Pending a resolution of the Designation Motion by the  
19 Court, any and all existing designations on the Documents, Testimony or  
20 Information at issue in such Motion shall remain in place. The Designating Party  
21 shall have the burden on any Designation Motion of establishing the applicability of  
22 its “Confidential” designation. In the event that the Designation Objections are  
23 neither timely agreed to nor timely addressed in the Designation Motion, then such  
24 Documents, Testimony or Information shall be de-designated in accordance with the  
25 Designation Objection applicable to such material.

26         7. Confidential Discovery Material shall be used only for the prosecution  
27 and/or defense of this Proceeding, and under no circumstances, other than those  
28

- 1 specifically provided for in this or subsequent Court Orders, shall Confidential
- 2 Discovery Material be disclosed to persons other than the following:
- 3           a.     Outside or house counsel who have appeared in this Proceeding
- 4 or who are actively engaged in the preparation of this Proceeding and the regular
- 5 and temporary employees of such counsel assisting in the conduct of this
- 6 Proceeding,
- 7           b.     Employees of any firm retained to reproduce the Confidential
- 8 Discovery Material for use in accordance with this Stipulated Order, which shall
- 9 include, but is not limited to, any document copying service who copies the
- 10 Confidential Discovery Material;
- 11           c.     Experts or consultants for any Party assisting counsel in this
- 12 Proceeding;
- 13           d.     Parties to this Proceeding;
- 14           e.     Directors, officers, and employees of parties to this Proceeding
- 15 who are noticed for depositions or designated as trial witnesses and their counsel, or
- 16 who are identified on the face of the Confidential Discovery Material as an author,
- 17 addressee, subject or recipient of the Confidential Discovery Material;
- 18           f.     Non-party deponents, trial witnesses and their counsel during the
- 19 course of depositions in and trial of this Proceeding, but only for purposes relating
- 20 to this Proceeding;
- 21           g.     The Court and its administrative personnel, any Mediator and
- 22 administrative staff of the Mediator serving in this case, and any Certified Shorthand
- 23 Reporter and administrative staff of the Certified Shorthand Reporter;
- 24           h.     Other persons, but only upon further order of the Court or upon
- 25 the written stipulation of the Parties, to whom the Party must produce the
- 26 Confidential Discovery Material.
- 27       8.     Confidential Discovery Material may be disclosed pursuant to
- 28 paragraph 7, above, upon the condition that said Material shall be used by any such

1 person only for the purposes of this legal action and for no other purpose. Before  
2 disclosure is made to any such person, other than counsel, the Court and its  
3 administrative personnel, a Mediator and administrative staff of a Mediator or a  
4 Certified Shorthand Reporter and administrative staff of the Certified Shorthand  
5 Reporter, such person shall sign a "Confidential Discovery Material Agreement,"  
6 stating that he/she has read a copy of this Order and agrees to be bound by its  
7 provisions. Counsel disclosing the Confidential Discovery Material to any person  
8 identified in paragraph 7 above, other than counsel, the Court and its administrative  
9 personnel, a Mediator and administrative staff of a Mediator, or a Certified  
10 Shorthand Reporter and administrative staff of the Certified Shorthand Reporter,  
11 shall be responsible for providing copies of the Order and a Confidential Discovery  
12 Material Agreement to any person receiving the Confidential Discovery Material  
13 and shall obtain the signature of the recipient of Confidential Discovery Material on  
14 the Confidential Discovery Material Agreement.

15       9. Whenever any Confidential Discovery Material is introduced or elicited  
16 at a deposition, pretrial hearing or other pretrial proceeding, such portions of the  
17 proceedings which concern the Confidential Discovery Material shall be conducted  
18 so that only those persons authorized hereunder to have access to such matter shall  
19 be present. Prior to introducing or eliciting Confidential Discovery Material at the  
20 trial of this action, the party seeking to introduce or elicit the Confidential Discovery  
21 Material shall notify the Court and counsel of its intent to introduce or elicit such  
22 matter, specifying with particularity such matter, and the Court shall first determine  
23 such Confidential Discovery Material should properly be introduced at trial, and, if  
24 so, whether the portions of the trial which concern the matter so specified shall be  
25 conducted so that only those persons authorized hereunder and the jury in the case  
26 are present.

27       10. In the event that counsel for any party determines to submit to this  
28 Court any Confidential Discovery Material or information derived therefrom, or any

1 papers containing or making reference to such Confidential Discovery Material or  
2 information, such documents shall be filed only in a sealed envelope on which a  
3 statement substantially in the following form shall be written:

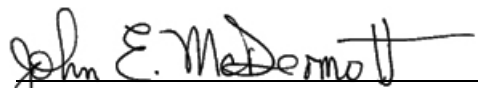
4 **CONFIDENTIAL: SUBJECT TO COURT**  
5 **PROTECTIVE ORDER**

6 **This envelope contains documents that are**  
7 **subject to a Protective Order entered by the**  
8 **Court in this action governing use of**  
9 **Confidential Discovery Material.**

10 All such material so filed shall be maintained by the Clerk of the Court  
11 separate and apart from the public records in this action and shall be released only  
12 upon further Order of the Court.

13 Upon written request made within (30) days after settlement or other  
14 termination of the Proceeding, the undersigned Parties shall have thirty (30) days to  
15 either (a) promptly return to counsel for each Designating Party all Confidential  
16 Materials and all copies thereof (except that counsel for each Party may maintain in  
17 it files, in continuing compliance with the terms of this Stipulation and Protective  
18 Order, all work product, and one copy of each pleading filed with the Court); (b)  
19 agree with counsel for the Designating Party upon appropriate methods and  
20 certification of destruction or other disposition of such Confidential Materials; or  
21 (c) as to any Documents, Testimony, or other Information not addressed by sub-  
22 paragraphs (a) and (b), file a motion seeking a Court order regarding proper  
23 preservation of such Materials. To the extent permitted by law, the Court shall  
24 retain continuing jurisdiction to review and rule upon the motion referred to in sub-  
25 paragraph (c) herein.

26 Dated: February 26, 2018

27   
28 John E. McDermott  
United States Magistrate Judge